

Bob Holden
Governor

State of Missouri
OFFICE OF ADMINISTRATION

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Jacquelyn D. White
Commissioner

James Miluski
Director
Division of Purchasing
& Materials Management

December 22, 2003

Dear Potential Offeror:

RE: Concept Conference and Request for Information, B3ZSPOE
First Steps System Point of Entry Services (SPOE)

The contracts that were awarded for the Phase I SPOEs (implementation was completed by 3/31/02 and provision of service began 4/1/02), will expire on June 30, 2004. As a result, the State of Missouri, Division of Purchasing and Materials Management and the Department of Elementary and Secondary Education are preparing for the issuance of a new Request for Proposal for the First Steps System Point of Entry Services in the Phase I areas. Attached hereto is a copy of the last RFP that was used to procure these services.

In order to issue a new Request for Proposal, it is possible that changes need to be made to the RFP specifications used previously (Last RFP is attached hereto for comparison). Therefore, the Division of Purchasing and Materials Management invites you to a Concept Conference on the topic of First Steps System Point of Entry Services. The Concept Conference will be held on January 6, 2004 as follows:

What:	Concept Conference
When:	Tuesday January 6, 2004
Time:	9:30 a.m.
Where:	Room 492, Harry S Truman Building, 301 West High Street, Jefferson City, MO

The Concept Conference is being held for the purpose of allowing the opportunity for qualified individuals and qualified organizations to provide the State of Missouri with ideas, suggestions, and other information related to the necessary revisions to the RFP.

If you are unable to attend the scheduled Concept Conference, but have suggestions for changes, the State of Missouri is still requesting your input and assistance with this endeavor through written comments. Such written comments should be submitted by no later than the end of business on January 13th, 2003 to Attn: Mary Call, Division of Purchasing and Materials Management, Post Office Box 809, Jefferson City, Missouri 65102, fax to 573-526-9817, or e-mail to: callm@mail.oa.state.mo.us.

The State of Missouri looks forward to your input in this important information gathering process and sincerely appreciates your efforts in helping the state determine future directions for the procurement of SPOE Services for the Missouri Department of Elementary and Secondary Education. Please be advised that the procurement of the services is subject to the appropriation of funds by the General Assembly of the State of Missouri.

If you have any questions, please feel free to contact me at 573-751-1695 or via e-mail at : callm@mail.oa.state.mo.us.

Sincerely

Mary Call



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
REQUEST FOR PROPOSAL**

**RFP NO. B3ZSPOE
TITLE: First Step System Point of Entry (SPOE)
ISSUE DATE:**

**REQ#:
BUYER: Mary Call
PHONE NO.: (573) 751-1695
E-MAIL: callm@mail.oa.state.mo.us**

RETURN PROPOSAL NO LATER THAN: (return suggestions for changes prior to 1/13/04)

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package.

RETURN PROPOSAL TO: DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
301 WEST HIGH STREET, ROOM 630
PO BOX 809
JEFFERSON CITY MO 65102-0809

CONTRACT PERIOD:

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

*Dept of Elementary & Secondary Education
Effective Practices Section
P.O. Box 480
Jefferson City, MO 65102*

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 03/19/02). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with is/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE	
PHONE NO.	FAX NO.		E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:					
CONTRACT NO.		VENDOR NO.		CONTRACT PERIOD	
BUYER		DATE		DIRECTOR	

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1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of system point of entry services in one or more of the twenty-one (21) regions identified below. Proposals are being accepted for any one or more regions. Offerors are encouraged, especially in the rural area, to submit proposals for multiple regions. (Refer to Attachment 2 for a map of the following regions.)

1.2 **Organization** - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A – F
- 6) Attachments 1 - 8, as listed below. The offeror is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links which must be downloaded separately from the Division of Purchasing and Materials Management's Internet web site. It shall be the sole responsibility of the offeror to obtain each of the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain copies of the attachments.

❖ Attachment 1	Personnel Guide for the Early Intervention Credential
❖ Attachment 2	Regional Map
❖ Attachment 3	First Steps Process Flow Chart
❖ Attachment 4	Information about each Region
❖ Attachment 5	Potential Roles for the LICCs
❖ Attachment 6	Budget Estimates and Explanations – (Be sure to download and review the revised Attachment 6 from the Division of Purchasing and Materials Management's Internet Web Site.)
❖ Attachment 7	List of LICCs
❖ Attachment 8	Conversion Form (draft)

7) Terms and Conditions

1.3 Background Information:

1.3.1 First Steps - The Department of Elementary and Secondary Education (DESE), Division of Special Education is the lead administrative agency for the First Steps System which is Part C of the Individuals with Disabilities Education Act (IDEA). First Steps is an interagency system of early intervention services for children under the age of three who have either a diagnosed condition known to contribute or cause developmental disabilities, or who have an identified developmental delay(s).

- a. First Steps has been in place since 1994 and currently serves approximately 3,000 children annually and at full capacity is projected to serve approximately 5,500-6,000 children annually. First Steps early intervention services are currently provided through interagency arrangements with the Departments of Social Services, Mental Health, and Health.
- b. There are a minimum of 16 First Steps early intervention services that the state must make available to eligible children and their families. These services are described on pages 4-8 of the Missouri State Regulations for Part C of IDEA under the definition of Early Intervention Services. The Missouri State Regulations for Part C of IDEA can be found on the internet at:

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<http://www.dese.state.mo.us/divspeced/First%20Steps/index.htm>. In addition, Attachment 1, Personnel Guide for the Early Intervention Credential, provides additional information regarding the First Steps early intervention services and provides information about requirements for personnel who provide the services.

- c. First Steps early intervention services for which an individual beneficiary may be eligible are determined by a multidisciplinary team through a process that results in an Individualized Family Service Plan (IFSP) describing the services that are authorized for the eligible child. The definition of IFSP can be found in the Missouri State Regulations for Part C of IDEA (which can be found on the internet at: <http://www.dese.state.mo.us/divspeced/First%20Steps/index.htm>.)
- d. Funding – First Steps early intervention services are supported by a number of federal and state funds. A child enrolled in First Steps may have multiple funding sources supporting the implementation of the IFSP. The funding hierarchy for all First Steps early intervention services includes:
 - 1) Private insurance (with parent consent), S-CHIP (MC+ for Kids)
 - 2) Medicaid
 - 3) Title V/Maternal Child Health
 - 4) Title V/ Children with Special Health Care Needs
 - 5) State and federal First Steps funds (includes Department of Mental Health maintenance of effort funds)

1.3.2 Changes - The Department of Elementary and Secondary Education is implementing a number of changes to the infrastructure and operating procedures for First Steps. These changes will be phased-in through regional clusters of counties. Some of the significant plans related to such changes are summarized below.

- a. State Interagency Coordinating Council (SICC) – The Federal Regulations for Part C of IDEA requires the establishment of a State Interagency Coordinating Council to advise and assist the state agency in their responsibilities for the First Steps Program. For more information about the SICC, refer to the State Regulations for Part C which can be found on the internet at:

<http://www.dese.state.mo.us/divspeced/First%20Steps/index.htm>.
- b. Local Interagency Coordinating Councils (LICCs) - In addition to the State council, the Department of Elementary and Secondary Education encourages the development of Local Interagency Coordinating Councils (LICCs). A list of the current LICCs is included herein as Attachment 7. For the most part, a LICC is located in a single county although sometimes one LICC covers 2 or 3 counties. These LICCs will assist the Department of Elementary and Secondary Education with oversight of the effectiveness of the First Steps program and the services that will be performed via this RFP. Attachment 5 includes information on potential roles for the LICCs.
- c. Central Finance Office (CFO) - The State of Missouri has contracted with a Central Finance Office (CFO) pursuant to C202036001. Basically, the CFO is responsible for the First Step Program functions listed in the subparagraphs below. For more information regarding the requirements of that contract, a copy of the CFO contract can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.state.mo.us/purch/index.shtml>, clicking on Vendor Information, clicking on Public Record Search and Retrieval System, and following the instructions for searching by Contract number.
 - 1) First Steps Provider Enrollment System – The CFO enrolls First Steps providers who meet the criteria detailed in Attachment 1 and develops and maintains a list of all providers authorized to provide the various First Steps activities and services. This list of authorized First Steps service providers is referred to as a provider matrix.

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- 2) Fiscal Management – The CFO issues authorizations for services to First Step service providers, processes the authorizations and pays the providers, and seeks reimbursement for services from applicable funding sources on an individual child basis.
- 3) Child Data System Design and Management – The CFO has put in place the child data software so that specific child data is be available to local and state planners for compliance monitoring, financial forecasting, and budgeting purposes. The child data software of the CFO is fully HIPAA compliant. As specified in this RFP, the SPOE has requirements related to entering information into the child data system.
- d. Ongoing Service Coordination – A formalized system of ongoing service coordination is also a planned change to the First Steps Program. Ongoing service coordinators will enroll through the First Steps Provider Enrollment System of the CFO described above and will be included in the provider matrix as authorized ongoing service coordinators. Ongoing service coordinators will be responsible for coordinating and managing the First Steps early intervention service delivery to children and families with an active IFSP in the First Steps program.
- e. System Points of Entry (SPOE) - System Points of Entry (SPOEs) will be established statewide for all children referred to the First Steps Program. The SPOEs will be responsible for facilitating the process for a child and family from referral through the intake and eligibility determination process to the completion of a child's initial IFSP. In addition, each SPOE will maintain early intervention records and serve as the electronic link to the CFO. Attachment 3 provides a flow chart of the intake and eligibility determination process. This RFP is to obtain the services of a SPOE for each region. Background information about the regions is included in Attachment 4 (The child count on Attachment 4 represents the number of children with an active IFSP on the specific date identified and does not reflect the total number of referrals over the course of a year.)
- 1) Five (5) contracts were previously awarded for SPOEs in Region 1, 2, 4, 5 and 6. A copy of those contracts can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at : <http://www.oe.state.mo.us/purch/index.shtml>, clicking on Vendor Information, clicking on Public Record Search and Retrieval System, and following the instructions for searching by Contract number. In addition, all proposal and evaluation documentation leading to the award of those contracts may also be viewed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System**. Please reference the Bid numbers B3Z01104 and B3z01246 or the contract numbers C301104001, C301104002, C301104003, C301246001, and C301246002 when searching for these documents. A summary of the contracts is provided below:

Region	Contract Number	Contractor	Vendor #
Region 1	C301104001	Child Day Care Assoc	4309538380 0
Region 2	C301104002	United Cerebral Palsy of St. Louis	4307036580 0
Region 4	C301104003	Community Services, Inc. of NW MO	4360638750 0
Region 5	C301246001	YWCA of St. Joseph	4405522190 3
Region 6	C301246002	Sunshine Center	4310600710 0

B3ZSPOE Special Note: These are the Phase I contracts that expire 6/30/04 and that will be rebid. A copy of the contracts can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oe.mo.gov/purch/purch.htm>. In addition, all proposal and evaluation documentation leading to the award of that expiring/expired contract may also be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System**. Please reference the Bid numbers B3Z01104 and B3Z01246 or the contract numbers as listed above when searching for these documents

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- 2) Any individual/entity receiving a contract to serve as the SPOE is not eligible to be a First Steps Early Intervention Service Provider in the same region(s) they were awarded a contract to be the SPOE. Such individuals/entities may provide ongoing service coordination, if qualified and enrolled with the CFO. Any such enrollment is separate from the requirements of serving as a SPOE and are not a part of the services included in this RFP.

1.3.3 Additional information about the First Steps Program and planned changes can be found on the internet at: <http://www.dese.state.mo.us/divspeced/First%20Steps/index.htm>.

1.3.4 Any of the documents referenced herein as being available from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.state.mo.us/purch/index.shtml>, clicking on Vendor Information, clicking on Public Record Search and Retrieval System can also be obtained in hard copy format for a fee by sending a written request to the Division of Purchasing and Materials Management as shown below. Contact the buyer as listed on page one, for any questions specific to the documents:

P.O. Box 809, Jefferson City, MO 65102
Attn: Allison Humphrey, 573-526-5985 (fax)
E-mail purchmail@mail.state.mo.us

1.3.5 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

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2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall serve as the First Steps System Point of Entry (also referred to as the “*SPOE*”) on behalf of the Department of Elementary and Secondary Education (hereinafter referred to as the “*state agency*”) in the region (s) awarded as indicated in the Notice of Award section. Attachment 2 contains a map of the regions.
- 2.1.2 The contractor shall provide services in accordance with the provisions and requirements set forth herein and in a manner satisfactory and acceptable to the state agency.
- 2.1.3 The contractor shall not be a member of an LICC. In addition, other than ongoing service coordination services, the contractor shall not be permitted to be an actual provider of any of the other First Steps early intervention services in the region(s) awarded.

2.2 Implementation, Conversion, and Start-up Requirements:

- 2.2.1 SPOE Location - By no later than February 1, 2003, or other later date as specified in writing by the state agency, the contractor shall provide a fully operational location (hereinafter referred to as “*SPOE location*”) in each region awarded for receipt of referrals of children believed to be eligible for First Steps [the provisions of Part C of the Individuals with Disabilities Education Act (IDEA)]. A fully operational location shall include those items listed below except that computer access may be obtained through a network communication to a remote location.
 - a. The contractor’s SPOE location must be handicapped accessible, in compliance with the Americans with Disabilities Act (ADA).
 - b. The contractor’s SPOE location must be in an accessible public community location and shall not be in a personal home nor shall it be located within a facility where other First Step Early Intervention Services are performed.
 - c. At a minimum, the contractor’s SPOE location shall install and have operational for use the following computer and office equipment/materials:
 - 1) Minimum of a Pentium III with at least a 733 MHZ processor
 - 2) Minimum of 128 Mg of RAM
 - 3) Mandatory Hard Drive Backup Method – (Minimum of 40 Gig hard disk drive, and redundant hard-drive for backup recommended, but not required).
 - 4) CD-ROM
 - 5) Minimum of 56 K Modem
 - 6) Minimum of 17 inch monitor
 - 7) Compatible operating system – currently, the following are compatible with the First Steps system child data software: Windows 2000 Professional, Windows 98, Windows XP, Windows NT 4.0.
 - 8) Printer- at least 5 ppm.
 - 9) Internet access using Internet Explorer 5.0 or better as a browser
 - 10) Telephone with either voice mail or answering machine
 - 11) Office furniture including desk, chair, file cabinet
 - 12) Fax machine
 - 13) All other supplies, materials, and equipment necessary to perform the requirements stated herein
 - 14) Maintenance agreement for the computer system to ensure service for 5 days per week, 8 hours per day.

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- d. At a minimum, the contractor's SPOE location must use the First Steps identification by:
- 1) having a phone line dedicated to accepting First Steps referrals,
 - 2) answering the phone using the term "First Steps,"
 - 3) displaying external signage (which will be provided by the state agency) on the SPOE location door and/or building which reads "First Steps", and
 - 4) having a listing in each telephone book white pages in their county or cluster of counties as "First Steps".

2.2.2 Personnel - The contractor must have the necessary number of personnel trained and available to provide the implementation, conversion, and startup activities and to provide services required in the provision of service requirements sections of this document.

- a. The state agency estimates, but in no way guarantees that based on historical numbers of children referred to the First Steps Program, the contractor may need the number of full-time equivalent (FTE) intake coordinators as specified in Attachment 6. However, the contractor shall agree and understand that the numbers in Attachment 6 were determined based on certain assumptions which may or may not be accurate, that Attachment 6 is included herein as informational purposes, and that the assumptions did not take into consideration costs associated with other contract services requirements. The contractor must provide the actual number of intake coordinators necessary to provide all services required herein. At a minimum, each intake coordinator must comply with the qualification requirements of either the "service/intake coordinator (specialist level)" or "service/intake coordinator (associate level)" listed below. (Each such intake coordinator shall be required to become credentialed as specified in the other requirements herein). The contractor shall provide any support personnel necessary to assist the intake coordinators in providing the services required herein.
- 1) "Service/intake coordinator (Specialist Level)" must have a Bachelor's degree in Early Childhood Special Education, Early Childhood Education, or a related human service field e.g. psychology, sociology, social work, child development and family studies, human development.
 - 2) "Service/intake coordinator (Associate Level)" must have a high school diploma or GED and must be supervised by an individual who meets the qualifications of the service/intake coordinator (Specialist Level).
- b. If the contractor will be providing only a 1.0 full time equivalent (FTE) intake coordinator or less, then the contractor must provide an intake coordinator who complies with the requirements of a specialist level intake coordinator. After good faith effort to hire a specialist level intake coordinator, if one can not be found, the contractor may request an exception to the specialist level requirement from the state agency. The contractor must obtain written approval from the state agency for such exception. The decision by the state agency shall be final and without recourse.
- c. The contractor must ensure that each intake coordinator completes each training module listed below prior to implementation of services on February 1, 2003 or other later date as specified in writing by the state agency. The state agency will provide or arrange for the training for the required personnel at no cost to the contractor for the actual training course. However the contractor shall be responsible for all expenses related to attendance at the training for all of the contractor's personnel who attend. In addition, the contractor may have any person who will provide record keeping or data entry services attend the SPOE and Software Training in Jefferson City and may have such personnel attend any of the other training modules listed.
- 1) four (4) training modules included in the First Steps core training (7 days) – available through First Steps Regional Training System,
 - 2) the Service Coordination module (2 days) – available through First Steps Regional Training System,
 - 3) SPOE and Software Training (5 days) - This should be the last training to attend, if possible.

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2.2.3 Record Keeping System Development and Conversion:

- a. The contractor must develop and have operational by no later than February 1, 2003, or other later date as specified in writing by the state agency, a hard copy paper file system for maintaining records as required in the record keeping requirements stated herein.
- b. The contractor must install and have operational the software that will be provided by the Central Finance Office (CFO) and must be ready to communicate electronically with the CFO at least thirty (30) calendar days prior to the date for implementation of services. The contractor shall agree and understand that the software that will be provided to the contractor by the CFO will be fully HIPAA compliant.
- c. The contractor must convert the records for each child currently enrolled in the First Steps System in the region(s) awarded to the contractor's record keeping system. The contractor must begin entering such conversion data by no later than thirty (30) calendar days prior to the implementation date. The contractor shall perform all data entry from a conversion form that will be provided by the current ongoing service coordinator and shall initiate the hard copy early intervention record for each such child. (A draft of a conversion form is included as Attachment 8).
- d. The contractor must develop procedures to transition currently enrolled children and families who are receiving services through the Department of Health and Senior Services (DHSS) or Department of Mental Health (DMH). The contractor must detail how referrals received by DHSS or DMS during the month before the implementation of services date of the contractor will be transitioned to the contractor's intake coordinator(s) with minimal confusion and disruption to the family.

2.3 Service Requirements - Referral and Intake:

- 2.3.1 After completion of the implementation, conversion, and start-up requirements and authorization by the state agency to implement the required services, the contractor shall provide intake coordinator(s), qualified and trained as specified previously herein, to provide the required services and serve as the sole entry point in each region awarded where First Step referrals shall be received.
- 2.3.2 The contractor shall receive referrals from a parent, guardian, doctor, teacher, other service provider, etc. and must appoint an intake coordinator as soon as possible to respond to any referral either through a personal, face to face interview, telephone contact, or letter. By no later than 45 calendar days of the referral, the contractor shall:
 - a. Provide the parent with a notice of intent to evaluate,
 - b. Introduce the parent to the First Steps Program and shall fully educate the parent, in the parent's primary language or other mode of communication (including in writing), about the parent's procedural safeguards and due process rights.
 - c. After a review of the procedural safeguards, the contractor shall obtain informed written consent from the parent to proceed with the evaluation for eligibility.
- 2.3.3 After obtaining the informed written consent to proceed with the evaluation, the contractor shall obtain written parent consent to request information from appropriate health, medical, educational, and other community services. The contractor shall interview the parent and obtain information from all relevant sources regarding the referred child.

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2.3.4 The contractor shall review the family situation and determine if a referred child is eligible for an educational surrogate parent appointment. By no later than ten (10) business days after the child's initial referral to the contractor, the contractor must complete and return to the state agency a "Determination of Need for Surrogate Appointment" form for each child believed to be eligible for receiving a surrogate appointment based on the "Criteria for Appointment" specified in the Missouri State Regulations for Part C of IDEA (which can be found on the internet at: <http://www.dese.state.mo.us/divspeced/First%20Steps/index.htm>). The state agency shall appoint a educational surrogate parent and inform the contractor of the appointment.

2.3.5 After completion of the above intake process, the contractor shall communicate with the referral source by using a standard acknowledgement letter or postcard notifying the referral source that the referral was received and is in process. The format for the standard acknowledgement letter or postcard will be provided to the contractor by the state agency for printing by the contractor.

2.4 Service Requirements - Eligibility Determination Requirements:

The contractor shall convene a multidisciplinary team to conduct an evaluation and make an eligibility determination. The multidisciplinary team must consist of the contractor's assigned intake coordinator, the parent/legal guardian of the child, and professionals representing at least two different disciplines other than the contractor's intake coordinator. Eligibility criteria for First Steps can be found in the Missouri State Regulations for Part C of IDEA (which can be found on the internet at: <http://www.dese.state.mo.us/divspeced/First%20Steps/index.htm>).

2.5 Service Requirements - Needs Assessment and Individualized Family Service Plan (IFSP) Requirements:

For each child determined eligible for First Steps, the following shall apply:

2.5.1 The contractor shall arrange or collect relevant assessments and evaluations not already performed but deemed necessary for the development of the Individualized Family Service Plan (IFSP) for an eligible child.

2.5.2 The contractor shall assist the family to select the ongoing service coordinator from the service provider matrix developed by the CFO. The contractor shall facilitate the establishment of a positive working relationship between the ongoing service coordinator and the family.

2.5.3 The contractor shall work with the family to assemble an initial *Individualized Family Service Plan team* which shall consist of the following members:

- a. the parent or parents of the child;
- b. other family members, requested by the parent(s) if feasible;
- c. an advocate or person outside of the family, at parent request;
- d. the contractor's intake coordinator assigned to the family since the initial referral, and/or the ongoing service coordinator that has been designated responsible for the implementation of the IFSP;
- e. a person or persons directly involved in conducting the evaluations and assessments *[if a person directly involved in conducting an evaluation and/or assessment is unable to attend an Individualized Family Service Plan team meeting, the contractor must make arrangements for that person's involvement through other means, such as participation by telephone conference call or through pertinent records that are available at the meeting. A knowledgeable authorized representative may also attend the meeting as a substitute for the person unable to attend (34 CFR 303.343 (2))];* and
- f. as appropriate, service providers to the child and/or family (34 CFR 303.343).

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- 2.5.4 The contractor shall perform a variety of activities such as but not necessarily limited to those activities listed below, prior to holding an Individualized Family Service Plan team meeting with each family of an eligible child.
- The contractor shall educate and inform the child's family/guardians about the Individualized Family Service Plan process so that the family is familiar with the Individualized Family Service Plan format and is well prepared as an equal participant on the Individualized Family Service Plan team.
 - The contractor shall provide prior written notice of the Individualized Family Service Plan team meeting to all team members before the meeting to ensure they will be able to attend.
- 2.5.5 By no later than forty-five (45) calendar days after the child's referral to the contractor, the contractor shall facilitate the Individualized Family Service Plan team meeting and shall be responsible for completion of the initial Individualized Family Service Plan (hereinafter referred to as the "IFSP") in accordance with the requirements for the IFSP specified in the Missouri State Regulations for Part C of IDEA (which can be found on the internet at: <http://www.dese.state.mo.us/divspeced/First%20Steps/index.htm>).
- 2.5.6 The contractor shall provide the parent with a copy of the IFSP within a reasonable time following each IFSP meeting.
- 2.5.7 The contractor shall advise and fully educate the parent/legal guardian, in the parent's native language or other mode of communication (including in writing), about the parent's procedural safeguards related to implementation of the IFSP and shall obtain consent for the initiation of early intervention services included in the IFSP.
- 2.5.8 The contractor shall assist the family in locating available providers for identified IFSP activities and services.
- The contractor shall utilize the service provider matrix developed by the CFO when assisting families in selecting providers for their IFSP early intervention activities and services.
 - The contractor will receive regular updates to the service provider matrix from the CFO.
 - The contractor shall refer potential service providers in their area to the CFO for enrollment purposes.
 - The contractor shall ensure that all providers of First Steps early intervention services are known and made available as options to families with eligible children.
- 2.5.9 The contractor shall ensure that the procedural safeguards of the child and family are maintained should problems arise with the ongoing service coordinator. If requested by the family, the contractor shall assist the family in selecting a new ongoing service coordinator from the service provider matrix.

2.6 Record Keeping Requirements:

- 2.6.1 For each child referred to the contractor, the contractor shall establish and maintain in the SPOE location in the Region awarded both a hard copy paper file and electronic file record as described below, regardless of the outcome of the intake process (i.e.: eligible or not, accept or decline services, etc.).
- The contractor shall utilize the software provided by the state agency for all data entry to establish and maintain the communication link between the contractor's records and the child data system.
 - The contractor shall utilize approved First Steps forms for record keeping. The forms will be provided to the contractor by the state agency via diskette, CD-Rom, or the Internet for contractor printing. In addition to the forms, the contractor shall also maintain all notices and consents, ongoing service

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documentation including meeting notifications, IFSP reviews/evaluations, all IFSP correspondence, and releases in the hard copy file record in the format required and shall enter the required information into the child data system as appropriate.

- 1) The contractor will receive a First Steps Practice Manual from the state agency. The Practice Manual includes regulatory and practice information and reflects required procedures combined with best practice ideas and options. Instructions for completing each of the required forms will also be included in the Practice Manual.
 - 2) The contractor shall obtain the information required on each form from the appropriate source and by no later than two (2) business days after obtaining the information, the contractor shall enter the required data into the child data system in order to ensure that service providers receive authorizations for assessment/evaluation as well as for services to be delivered without undue delay, financial hardship, or unreasonable burdens upon the provider community. The contractor shall use the communication protocol established by the CFO on a routine basis which shall not be less than two times per week to transmit the information to the CFO for authorization.
- c. The contractor shall work with ongoing service coordinators to routinely receive the various information listed below and shall enter the required data into the child data system and maintain the hard copy record for each child enrolled in the First Steps system in the region(s) awarded.
- 1) Information from IFSP reviews which result in changes;
 - 2) Information from annual IFSP reviews;
 - 3) Any changes to the general demographics and information regarding any enrolled child.
- d. Electronic Record – The contractor must ensure that consistent and comprehensive data is available in the child data system to assist the state agency in:
- 1) Identification of provider gaps in the local service delivery system and the need for resource development, personnel recruitment;
 - 2) Financial forecasting and fund acquisition;
 - 3) Expansion of the contractor's ability to locate and identify eligible children (Child Find) and their families and ensure access to early intervention services;
 - 4) Meeting the general supervision requirements under IDEA.
- 2.6.2 Tracking Records – The contractor shall develop an electronic spreadsheet for capturing and maintaining the information listed below regarding children who are eligible for First Steps but whose parents do not consent to participate, and those children who have delays but are not eligible for First Steps. The contractor must obtain the written consent of the child's parents prior to entering information about the child onto the record. On a periodic basis (which is suggested to be at least two (2) times annually), the contractor shall follow-up with the families who consent to the tracking spreadsheet in order to ascertain if the child's development is progressing or if there is a need to re-assess eligibility for First Steps. This follow-up may be conducted by mail, telephone, or face-to-face. Face to face visits are not required. The information to be collected shall consist of the following items:
- a. child's name,
 - b. parent's name,
 - c. address,
 - d. phone number,
 - e. the results of the follow-up contact.

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2.6.3 Follow Up Records:

- a. Approximately six (6) months after each child exits the First Steps program, the contractor shall mail a follow-up questionnaire to the family. The questionnaire will be provided to the contractor by the state agency.
- b. The contractor shall report summary results of returned questionnaires to the state agency for the period ending December 31 and the period ending June 30. The contractor shall submit the summary results by no later than fifteen (15) calendar days after the end of the reporting period. The state agency will provide the contractor with the format for reporting the summary results.

2.6.4 The contractor shall protect all child and family information, medical records, data and data elements collected, maintained or used in the administration of the contract from unauthorized disclosure. The contractor must provide safeguards that restrict the use or disclosure of information concerning children and families to purposes directly connected with the administration of the contract.

2.6.5 All records, reports, documentation, data, and material developed or acquired by the contractor, as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

2.6.6 The contractor must maintain financial, time, and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency. These records must be made available at all reasonable times to the state agency and/or its designees and the Missouri State Auditor during the contract period and any renewal period, and for the period of time specified below for retention of records.

2.6.7 The contractor shall retain all books, records, evidence, and other documents relevant to the contract for a period of five (5) years after final payment and the completion of an audit (if an audit is performed). If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of all issues which arise from it, those records involved must be kept until the resolution of such action or until the end of the regular five (5) years period, whichever is later. The contractor shall allow authorized representatives of the State of Missouri agencies and the federal government to inspect these records upon request.

2.7 Other Requirements:

2.7.1 The contractor's SPOE location shall guarantee the availability and accessibility of the SPOE to the community during routine business hours 52 weeks a year.

2.7.2 Ongoing Personnel Requirements:

- a. Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- b. New Personnel – For any new personnel of the contractor performing services under the contract, the contractor shall comply with the personnel requirements stated in the Implementation, Conversion,

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and Start-up Requirements and shall ensure that any such new personnel comply with the stated requirements regarding qualifications of the intake coordinator and training for specified personnel.

- c. New and Existing Personnel – The contractor must comply with the credentialing requirements specified in Attachment 1 and shall ensure that all new and existing personnel of the contractor performing services under the contract become credentialed within the time frame and as required in the most current version of Attachment 1.

- 2.7.3 Educational Surrogate Program - The contractor shall oversee the surrogate parent program in the region awarded by performing the following services. Additional information about surrogate parents is available in the Missouri State Regulations for Part C of IDEA (which can be found on the internet at:

<http://www.dese.state.mo.us/divspeced/First%20Steps/index.htm>.

- a. Assist the state agency in recruiting educational surrogates and shall submit any such names and addresses to the state agency;
- b. Be available to assist the state agency with local educational surrogate parent training; and
- c. Provide the state agency with an evaluation of each educational surrogate serving in the contractor's awarded region(s). The state agency will provide the contractor with an evaluation form to complete. The contractor shall provide a recommendation of the continuation or termination of the educational surrogate appointment. If termination is recommended, the contractor shall provide brief written discussions supporting a recommendation of termination and attach any existing documentation. Upon receipt of a recommendation of termination, the state agency will investigate and make the final decision on termination.

- 2.7.4 The contractor must follow all applicable provisions of the Individuals with Disabilities Education Act (IDEA) and the Family Educational Rights and Privacy Act (FERPA). These documents are available on the internet at:

- a. IDEA - <http://www.dese.state.mo.us/divspeced/First%20Steps/>
- b. FERPA - http://www.access.gpo.gov/su_docs/fedreg/a000706c.html.

- 2.7.5 Four times a year, the contractor must attend a quarterly SPOE meeting in the one of four (4) large areas of the state. The state agency will confer with the contractor on the scheduling of each meeting and will give the contractor a minimum of two (2) weeks notice of the time, location, and date of the meeting.

- 2.7.6 Upon notification by the state agency, the contractor must participate in time-logging of designated personnel for purposes of the state agency billing Medicaid under the Administrative Case Management program (ACM). The state agency will develop and obtain approvals for the ACM billing program as well as develop the invoices for submission for Medicaid reimbursement.

2.8 Payment and Invoicing Requirements:

- 2.8.1 Implementation, Conversion, and Start-up:

- a. The contractor shall submit monthly invoices to the state agency at the address specified on page one for costs and expenses incurred during the month for implementation, conversion, and start-up services. The contractor must include a progress report with the invoice documenting:
 - 1) The specific accomplishments, activities, etc performed and purchases made during the reporting period related to the implementation, conversion, and start-up requirements stated herein.

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- 2) The specific accomplishments, activities, etc performed and purchases made to date related to implementation, conversion, and start-up requirements stated herein and the completion/purchase dates of each.
 - 3) The specific tasks and projected completion date(s) remaining to be completed pursuant to the provisions of the implementation, conversion, and start-up requirements of the contract.
- b. The contractor shall be paid ninety percent (90%) of the amount of each invoice after receipt of and verification of the information on the progress report.
- c. After successful completion of the implementation, conversion, and start-up requirements and approval by the state agency to implement services, the contractor shall submit the final itemized invoice for the remaining amount due for implementation, conversion, and start-up and for the ten percent (10%) retainage. However, in no event shall the total amount invoiced nor paid by the state agency exceed the guaranteed not to exceed total specified on the pricing page for implementation, conversion, and start-up.

2.8.2 Provision of Services - After approval by the state agency to implement services, the contractor shall submit monthly invoices to the state agency or its designee at the address specified by the state agency. After receipt of the invoice and verification of invoiced services with data entered into the child data system, the state agency or its designee shall issue payment to the contractor pursuant to the firm fixed price per month specified on the pricing page.

2.8.3 Other than the specific payments as specified above, no additional payments or reimbursements shall be made to the contractor by the state agency for any reason whatsoever.

2.9 General Contractual Requirements

2.9.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.9.2 Contract Period - The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

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- 2.9.3 **Renewal Periods** - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 2.9.4 **Termination** - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.9.5 **Transition** - Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities if required by the state agency:
- a. The contractor shall agree and understand that all computer and office equipment/materials and supplies required in the implementation, conversion, and start-up requirements herein shall become the property of the State of Missouri. The contractor shall deliver, FOB destination, all such computer and office equipment/materials and supplies to the state agency and/or to the state agency's designee within 10 business days of the state agency's written request. In addition, the contractor shall deliver, FOB destination, all records, reports, documentation, data, and material developed or acquired by the contractor as a direct requirement specified in the contract to the state agency and/or to the state agency's designee within 10 business days of the state agency's written request.
 - b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
 - c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to insure the completion of such service prior to the expiration of the contract.
- 2.9.6 **Contractor Liability** - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

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- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

- 2.9.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain acknowledgement from the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors.
- 2.9.8 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 2.9.9 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.9.10 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.9.11 Property of State - All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 2.9.12 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally

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proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

- 2.9.13 Federal Funds Requirements - The contractor shall understand and agree that this procurement may involve the expenditure of federal funds.
- a. Pursuant to federal government requirements, all contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the grant or agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329).
 - b. In addition, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", when issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money shall clearly state the following as provided by the state agency:
 - 1) the percentage of the total costs of the program or project which will be financed with Federal money;
 - 2) the dollar amount of Federal funds for the project or program; and
 - 3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
 - c. The contractor shall not issue any statements, press releases, and other documents without the prior approval of the state agency.

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3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include three (3) additional copies along with their original proposal for a total of four.

- a. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.
- b. In addition, all proposals are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed, or all proposals are rejected. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.

3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The proposal should be page numbered.
- c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

3.1.4 Offerors are encouraged to submit proposals for multiple regions, particularly in the rural areas. However, if the offeror is proposing services in multiple regions, the offeror should clearly distinguish between the regions in terms of the proposal submitted.

3.1.5 Offeror's Contacts:

- a. Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-751-6675. The offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting with MBE/WBE companies at (877) 259-2963 or (573) 751-8130 or by fax at (573) 522-8078.
- b. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- c. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.

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3.2 Competitive Negotiation of Proposals

The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

- 3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:
 - a. Cost..... 35%
 - b. Experience, Reliability, and Expertise..... 25%
 - c. Method of Performance 40%
- 3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.
- 3.3.3 Separate evaluations shall be conducted by region and contract awards shall be made based on the lowest and best proposal received for each region.
- 3.3.4 Preference for Organizations for the Blind and Sheltered Workshops - A five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.
 - a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).
 - b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid

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the contractor's performance under the prospective state contract, and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.

- c. The two known organizations for the blind in the State of Missouri are Lighthouse for the Blind and Alpha Pointe. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.state.mo.us/divspeced/shelteredworkshops/swindex.html>

3.4 Evaluation of Cost:

The objective evaluation of cost shall be based upon a total of the implementation, conversion, and start-up price plus 17 months of the monthly provision of service price stated on the pricing page for the original contract period and 12 months of the monthly price stated on the pricing page for each potential renewal period.

3.5 Evaluation of Offeror's Experience, Reliability, and Expertise:

Experience, reliability, and expertise is considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances and which documents the necessary qualifications of the proposed personnel, especially related to First Steps and working with children with disabilities.

3.5.1 Organizational Experience and Reliability:

- a. The offeror should provide, on Exhibit A or in any other format, the following information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP. In addition, the offeror should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror for the contact person's company.
- 1) Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - 2) Dates of the service/contract; and
 - 3) A brief, written description of the specific prior services performed and requirements thereof. Be sure to document experience with First Steps and experience working with children with disabilities since this is considered important experience to have.
- b. Recommendations - The offeror should submit a Letter or Letters of Recommendation from each LICC in their catchment area, if one or more exist. The Letter(s) of Recommendation should state that the LICC recommends the offeror to be selected as a SPOE.
- c. Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- ☐ Registration of business name (if applicable)
 - ☐ Certificate of authority to transact business/certificate of good standing (if applicable)
 - ☐ Taxes (e.g., city/county/state/federal)
 - ☐ State and local certifications (e.g., professions/occupations/activities)

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- ☐ Licenses and permits (e.g., city/county license, sales permits)
- ☐ Insurance (e.g., worker's compensation/unemployment compensation)

3.5.2 Personnel Expertise and Reliability- The offeror may utilize Exhibit B for summarizing the personnel information and should submit detailed resumes for proposed key personnel.

- a. Resumes should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - 1) Information submitted should clearly identify previous experience in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to the State of Missouri.
 - 2) Be sure to document experience and qualifications with First Steps and experience working with children with disabilities since this is important expertise to have.
 - 3) If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
- b. The offeror should document the total number of personnel staff that will be assigned to the contract and should provide information regarding how the various personnel will be used and for what functions.
 - 1) The offeror should include a specific plan for substitution of personnel in the event of termination, resignation, or extended leave of the existing personnel.
- c. The offeror should provide the rationale for the proposed number of FTE, especially if the proposed number differs substantially from the number derived using the assumptions on Attachment 6.
- d. The offeror should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

3.5.3 Multiple Regions – If the offeror is proposing multiple regions, the offeror should document advantages related to staffing patterns, etc, that have been realized as a result of combining multiple regions. The offeror should clearly distinguish between the regions in terms of staffing, administration, supervision, and etc. In addition, the offeror should document any special experience or expertise the offeror has with each region.

3.6 Evaluation of Method of Performance:

- 3.6.1 Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 3.6.2 The method by which the proposed method of performance is written is left to the discretion of the offeror. However, it is suggested that each paragraph and subparagraph from 2.1 through 2.8 be specifically addressed. The following method may be used:

On Exhibit C, or in any other appropriate format, identify each specific paragraph and subparagraph of the Contractual Requirements by paragraph and page number as an item for discussion. Immediately below

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these numbers, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied and otherwise detail the offeror's understanding of the requirements and ability to successfully perform.

- 3.6.3 In presenting the method of performance, the offeror should submit or describe the following:
- The offeror should describe the offeror's capacity to accept the necessary referrals, perform referral responses in accordance with required timelines, and etc.
 - The offeror should describe the offeror's understanding of First Steps and the role of the SPOE in the First Steps program.
 - The offeror should provide information to document the offeror's ability to handle the electronic record requirements and the offeror's capability and method of electronic linkage to Central Finance Office (CFO).
 - The offeror should provide the address of SPOE location and community accessibility of such location, including how the offeror plans to ensure the accessibility and availability of the SPOE 52 weeks per year during routine business hours.
 - The offeror should identify if mail or telephone follow up is proposed and should describe the process that will be followed.
- 3.6.4 Multiple Regions – If the offeror is proposing multiple regions, the offeror should document advantages related to the method of performance that have been realized as a result of combining multiple regions. The offeror should clearly distinguish between the regions in terms of the services that will be provided and should document the administration and supervision between the offeror's "headquarters" and the various SPOE location(s).
- 3.6.5 Schedule of Events - The offeror should also provide a sequential step-by-step description of the tasks or events that are proposed to accomplish the requirements of the RFP and the number of work hours required to perform the task or event. In addition, the offeror should specify the personnel proposed to perform each task and the number of work hours each person will be working on that particular event.
- It is recommended that the offeror complete two separate schedule of events. One schedule of events should document the implementation, conversion, and start-up plans documenting completion by the date specified in the Contractual Requirements. The other schedule of events should document the process and timelines for referrals and should describe the process from referral through completion of the IFSP and should include the timelines associated with the data entry function.
 - Exhibit D may be helpful in presenting such data and should be used by the offeror. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) is recommended.
- 3.6.6 Organizational Chart - The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and to support personnel should be clearly illustrated. It is recommended that two organizational charts be included. One to document the organization in total and where the SPOE will be placed in the total organization. Another chart should be an organizational chart for just the SPOE.
- The organizational chart should include the names of the personnel and the working titles of each.
 - The organizational chart should include information about any proposed subcontractors including management, supervisory, and other key personnel.
 - Along with a detailed organizational chart, the offeror should describe how services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.

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- d. If the offeror is proposing multiple regions, the offeror should document the differences in the organizational chart for the various regions, proposed.

3.6.7 Price Methodology Forms - The offeror may complete Exhibit F, Price Methodology Forms, for the purpose of reflecting the offeror's methodology for the quoted prices. There are two pages of Exhibit F provided. The first page is for a breakdown of the implementation, start-up and conversion price and the second page is for a breakdown of the per month provision of service price. Complete separate forms for each region proposed.

- a. In the event of a discrepancy between the offeror's price methodology pages and the Pricing Page, the Pricing Page shall govern.
- b. The offeror should be sure to list the specific personnel in the price breakdown and should cross reference to be sure the personnel in Exhibit F match the personnel and full time equivalent number of hours provided elsewhere in the offeror's proposal. Offeror's are advised to review Attachment 6 when completing both pages of Exhibit F. Attachment 6 describes some assumptions the offeror may find useful in developing pricing for this RFP.
- c. The offeror is advised that all information contained in the offeror's price methodology pages may be utilized in the subjective evaluation of relevant evaluation criteria including personnel and methodology. The completed price methodology pages should document the offeror's understanding of the requirements and the costs of the various components for both (1) implementation, start-up, and conversion and (2) provision of service.
- d. Multiple Regions – If the offeror is proposing multiple regions, the offeror should document advantages related to staffing patterns, equipment/supply needs, etc, that have been realized as a result of combining multiple regions. The offeror should clearly distinguish between the regions in terms of staffing, administration, supervision, and etc., and resulting economies of scale.

3.7 Miscellaneous Information:

The offeror should complete Exhibit E, Miscellaneous Information, to document: (1) if the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, (2) whether the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, and (3) the offeror's MBE/WBE status, if applicable.

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4. PRICING PAGE

The offeror shall indicate the region or regions in which services are proposed by completing the appropriate table below for the proposed region with firm fixed prices for the original contract period and maximum prices for each potential renewal period for providing services as required in this Request for Proposal. **When completing pricing, offerors are advised to consider that the original contract period maximum funding includes additional funds for Implementation, Conversion, and Start-Up which will not be available for renewal periods.** All costs and expenses for all services and requirements must be included in the prices quoted. (commodity code 95231)

Region ??? : (_____ County{ies})				
Line #	Service Description	Original Contract Period	1 st Renewal Period	2 nd Renewal Period
		<i>Firm Fixed Price</i>	<i>Maximum Price</i>	
001	Implementation, Conversion, & Start-Up	\$ _____ <i>total not to exceed</i>	NA	
002	Provision of Services	\$ _____ <i>per month</i>	\$ _____ <i>per month</i>	\$ _____ <i>per month</i>

Pricing Table repeats for each Region

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EXHIBIT A

PRIOR EXPERIENCE OF OFFEROR

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror/Subcontractor Name:		
Reference Information (Prior Services Performed For:)		
Name of Reference Company:		
Address of Reference Company:		
Reference Contact Person Name:		
Contact Person Phone #		
Contact Person e-mail address:		
Dates of Prior Services:		
Dollar Value of Prior Services		
Description of Prior Services Performed		

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

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EXHIBIT B

PERSONNEL EXPERTISE SUMMARY (Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name)	_____
_____	_____
_____	_____
2. _____ (Name)	_____
_____	_____
_____	_____
3. _____ (Name)	_____
_____	_____
_____	_____
4. _____ (Name)	_____
_____	_____
_____	_____
5. _____ (Name)	_____
_____	_____
_____	_____
6. _____ (Name)	_____
_____	_____
_____	_____
7. _____ (Name)	_____
_____	_____
_____	_____

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EXHIBIT C

METHOD OF PERFORMANCE

The offeror may use this form, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

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EXHIBIT D

SCHEDULE OF EVENTS

The offeror should briefly and sequentially describe the tasks or events that are proposed to accomplish the requirements. **"Completion Day"** should be specified as a certain number of days from date of contract award until completion of the specific task. **"Assigned Personnel"** should be identified by name rather than project title unless such personnel are yet to be hired. **"Workhours"** should indicate that time each assigned person will spend on the specific task. In the event of overlapping or concurrent tasks, a graphic chart (e.g., PERT) should be attached.

Task or Event	Completion Day	Assigned Personnel	Work-hours

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EXHIBIT E

MISCELLANEOUS INFORMATION

Organizations for the Blind or Sheltered Workshop

If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>
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Employee Bidding/Conflict of Interest

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

	Name of State Employee, General Assembly Member, or Statewide Elected Official:	
	In what office/agency are they employed?	
	Employment Title:	
	Percentage of ownership interest in offeror's organization:	_____ %

Offeror's MBE/WBE Status

Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) is required to be considered an eligible MBE/WBE in meeting participation goals.

If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below.

	MBE
--	-----

	WBE
--	-----

	Both M & WBE
--	--------------

To obtain an application for certification, go to the OEO Internet web site and download an application from: <http://www.oa.state.mo.us/oao/Application-profit.pdf> or contact the MBE/WBE Certification Program at 877-259-2963 or email hevern@mail.oa.state.mo.us

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EXHIBIT F

PRICE METHODOLOGY FORM

for Implementation, Conversion, and Start-up Total Price

REGION: _____

Categories	Quantity	Unit Price	Total
Professional Personnel (list)			
1. Program Coordinator		\$	\$
2. Specialists		\$	\$
3.		\$	\$
4.		\$	\$
Total Professional Personnel			\$
Support Personnel (list)			
1. Clerical/Data entry		\$	\$
2.		\$	\$
Total Support Personnel			\$
Travel Expenses (list)			
1. Local Travel – client visits and meetings		\$	\$
2.		\$	\$
Total Travel Expenses			\$
Materials and Supplies (list)			
1. Supplies and printing		\$	\$
2. Computer equipment		\$	\$
3. Sets of office furniture (desk, chair, etc)		\$	\$
4. Conference table and chairs		\$	\$
5. Telephone, voicemail equipment lease		\$	\$
6.		\$	\$
7.		\$	\$
Total Materials and Supplies			\$
Other Components/Overhead (List)			
1. Telephone & Postage		\$	\$
2. Indirect		\$	\$
3. Subcontracted Services		\$	\$
4. Rent and Utilities		\$	\$
5. Recruitment and payroll processing		\$	\$
6.		\$	\$
7.		\$	\$
8.		\$	\$
Total Other Components/Overhead			\$
TOTAL for Implementation, Conversion, and Start-up			\$ _____ <i>Firm fixed price for Implementation, Conversion and Start-up</i>

Last RFP - Not for Submission of Bids

EXHIBIT F PRICE METHODOLOGY FORM for Provision of Service

REGION: _____

Budget Categories	Quantity	Unit Price	Total
Professional Personnel (list)			
1. Program Coordinator		\$	\$
2. Specialists		\$	\$
3.		\$	\$
4.		\$	\$
Total Professional Personnel			\$
Support Personnel (list)			
1. Clerical/Data entry		\$	\$
2.		\$	\$
Total Support Personnel			\$
Travel Expenses (list)			
1. Local Travel – client visits and meetings		\$	\$
2.		\$	\$
Total Travel Expenses			\$
Materials and Supplies (list)			
1. Supplies and printing		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
6.		\$	\$
7.		\$	\$
Total Materials and Supplies			\$
Other Components/Overhead (List)			
1. Telephone & Postage		\$	\$
2. Indirect		\$	\$
3. Subcontracted Services		\$	\$
4. Rent and Utilities		\$	\$
5. Recruitment and payroll processing		\$	\$
6.		\$	\$
7.		\$	\$
8.		\$	\$
Total Other Components/Overhead			\$
TOTAL for Provision of Services			\$ <i>Firm fixed price per Month</i>

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. It is the offeror's responsibility to ensure that the proposal is received by DPMM by the official opening date and time.
- c. Proposals which are not received by the DPMM prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.